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RECORDING REQUESTED BY  
AND WHEN RECORDED, MAIL TO:

Strategic Leasing Law Group LLP  
10 South Riverside Plaza  
Suite 1830  
Chicago, Illinois 60606

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11/29/2017 11:22 AM \$29.00  
Book - 10624 Pg - 3399-3407  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
STRATEGIC LAW GROUP  
10 S RIVERSIDE PLAZA STE 1830  
CHICAGO IL 60606  
BY: KRA, DEPUTY - MA 9 P.

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of this 21st day of November, 2017, by and among DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE, FOR THE REGISTERED HOLDERS OF CITIGROUP COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-FL2 ("Mortgagee"), H & M HENNES & MAURITZ L.P., a New York limited partnership ("Tenant") and ST MALL OWNER, LLC, a Delaware limited liability company ("Landlord").

RECITALS

A. Mortgagee is the owner and holder of a certain note (the "Note") and Mortgagee under a mortgage (the "Mortgage") dated, in which Landlord is named as the mortgagor, which Mortgage was recorded in the Official Records of Salt Lake County, State of Utah. The Mortgage covers certain real property together with all appurtenances thereto and improvements thereon (the "Property") all as more particularly described in Exhibit A attached hereto and made a part hereof and which property is commonly known as Shops at South Town Center and located in Sandy, Utah The Mortgage, the Note and all other documents and instruments evidencing and/or securing the Note or now or hereafter executed by Landlord or others in connection with or related to the Loan including any assignments of leases and rents, other assignments, security agreements, financing statements, guaranties, indemnity agreements (including environmental indemnity agreements), letters of credit, or escrow/holdback arrangements, together with all amendments, modifications, substitutions or replacements thereof, are sometimes herein collectively referred to as the "Loan Documents".

B. Landlord is the owner in fee simple of the Property and is the current obligor under the Note.

C. By Lease dated September 27, 2017 (the "Lease"), Landlord leased to Tenant those certain premises (the "Premises") which constitutes or forms a portion of the Property covered by the Mortgage and commonly known as Shops at South Town Center, all as more particularly described in said Lease. Other documents affecting or amending the Lease include the following: [follow estoppel documents].

D. The Lease is or may become (subject to this Agreement) subordinate in priority to the lien of the Mortgage.

E. Tenant wishes to obtain from Mortgagee certain assurances that Tenant's possession of the Premises will not (subject to this Agreement) be disturbed by reason of the enforcement of the Mortgage covering the Premises or a foreclosure of the lien thereunder.

F. Mortgagee is willing to provide such assurances to Tenant upon and subject to the terms and conditions of this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the above, the reciprocal promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

1. **Ratification.** The Lease now is or shall become upon the mutual execution of this Agreement subordinate in all respects to the lien of the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions of this Agreement. The interests subordinated hereby include without limitation any and all provisions of the Lease, including any extension or renewal rights, options to purchase, rights of first refusal, and other such rights. Tenant hereby affirms that the Lease is in full force and effect and that the Lease has not been modified or amended. Mortgagee acknowledges receipt of a copy of the Lease and hereby approves the same.

2. **Landlord's Default.** From and after the date Tenant receives a fully executed copy of this Agreement, Tenant will not seek to terminate the Lease by reason of any act or omission that constitutes (or would over time constitute) a default of Landlord until Tenant shall have given written notice of such act or omission to Mortgagee (at Mortgagee's last address furnished to Tenant) and until a period of thirty (30) days shall have elapsed, Mortgagee shall have the right, but not the obligation, to remedy such act or omission, provided however that if the act or omission does not involve the payment of money from Landlord to Tenant and (i) is of such a nature that it could not be reasonably remedied within the thirty (30) day period aforesaid, or (ii) the nature of the act or omission or the requirements of local law require Mortgagee to appoint a receiver or to foreclose on or commence legal proceedings to recover possession of the Property in order to effect such remedy and such legal proceedings and consequent remedy cannot reasonably be achieved within said thirty (30) days, then Mortgagee shall have such further time as is reasonable under the circumstances to effect such remedy provided that Mortgagee shall notify Tenant, within ten (10) days after receipt of Tenant's notice, of Mortgagee's intention to effect such remedy and provided further that Mortgagee institutes immediate legal proceedings to appoint a receiver for the Property or to foreclose on or recover possession of the Property within said thirty (30) day period and thereafter prosecutes said proceedings and remedy with due diligence and continuity to completion. Notwithstanding the foregoing, Mortgagee shall have no rights under this Section 2 if Mortgagee is an entity that controls, is controlled by, or is under common control with Landlord.

3. **Non-Disturbance and Attornment.** So long as Tenant is not in default under the Lease (beyond any period given Tenant to cure such default) as would entitle Landlord to terminate the Lease or would cause, without any further action of Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant thereunder, Mortgagee will not disturb the peaceful and quiet possession or right of possession of the Premises by Tenant nor shall the Lease or its appurtenances be extinguished by reason of any Foreclosure (as hereinafter defined) or otherwise, nor join Tenant as a party in any action or proceeding brought pursuant to the Mortgage. In the event that Mortgagee or its successors or assigns, as defined in Paragraph 7 hereof ("Successor Landlord") acquires the interest of Landlord or comes into the possession of or acquires title to the Premises (the "Succession") by reason of the foreclosure (judicial or non-judicial) or enforcement of the Mortgage (including a private power of sale) or the Note or obligations secured thereby or by a conveyance in lieu thereof or other conveyance or as a result of any other means (any or all of the foregoing hereinafter referred to as a "Foreclosure"), then the Lease and all appurtenances thereto shall remain in full force and effect and Tenant shall be bound to Successor Landlord under all of the provisions of the Lease for the balance of the term thereof (including any extensions or renewals thereof which may be effected in accordance with any options contained in the Lease) with the same force and effect as if Successor Landlord was Landlord under the Lease, and Tenant shall attorn to Successor Landlord as its landlord, such attornment to be effective and self-operative, without the execution of any further instruments on the part of either of the parties hereto, immediately upon the Succession; and further, in such event, Successor Landlord shall be bound to Tenant under all of the provisions of the Lease, and Tenant shall, from and after such Succession, have the same remedies against Successor Landlord for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Landlord

thereunder, provided, however, that if Successor Landlord is not an entity that controls, is controlled by, or is under common control with Landlord, then Successor Landlord shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord) occurring prior to Successor Landlord obtaining possession of or taking title to the Property unless such act or omission is of a continuing nature for which Tenant shall have given notice (pursuant to Paragraph 2 hereof) of such act or omission to Successor Landlord (whether or not Successor Landlord elected to cure or remedy such act or omission); or

(b) subject to any offsets or defenses arising prior to Successor Landlord obtaining possession of or taking title to the Property which Tenant might have against any prior landlord (including Landlord) unless Tenant shall have given notice (pursuant to Paragraph 2 hereof) of the state of facts or circumstances under which such offset or defense arose to Successor Landlord (whether or not Successor Landlord elected to cure or remedy such condition); or

(c) bound by any rent or additional rent which Tenant might have paid to any prior landlord (including Landlord) more than thirty (30) days in advance of the due date under the Lease; or

(d) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit has been paid to or received by Mortgagee; or

(e) the performance or observance of any material amendment or material modification to the Lease made without the written consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed and which consent shall be the affirmative obligation of the Landlord to obtain from the Mortgagee, provided however, Mortgagee consent shall not be required for those amendments or modifications memorializing the exercise of rights expressly granted in the Lease.

Tenant shall be under no obligation to pay rent to Mortgagee or Successor Landlord until Tenant receives written notice from Mortgagee or Successor Landlord stating that Mortgagee or Successor Landlord is entitled to receive the rents under the Lease directly from Tenant. Landlord, by its execution hereof, hereby authorizes Tenant to accept such direction from Mortgagee or Successor Landlord and to pay the rents directly to Mortgagee or Successor Landlord and waives all claims against Tenant for any sums so paid at Mortgagee's or Successor Landlord's direction. Tenant may conclusively rely upon any written notice Tenant receives from Mortgagee or Successor Landlord notwithstanding any claims by Landlord contesting the validity of any term or condition of such notice, including any default claimed by Mortgagee or Successor Landlord, and Tenant shall have no duty to inquire into the validity or appropriateness of any such notice.

**4. Notices of Default/Tenant's Right to Cure.** Mortgagee hereby agrees to use commercially reasonable efforts to give to Tenant a copy of each notice of a failure on the part of the mortgagor or obligor under the Mortgage or Note to perform or observe any of the covenants, conditions or agreements of such Mortgage or Note at the same time as whenever any such notice shall be given to the said mortgagor or obligor, such copy to be sent as provided in Paragraph 6 herein. Further, Mortgagee shall accept the cure by Tenant of any default, which cure shall be made within ten (10) days in the case of monetary defaults of Landlord and within thirty (30) days in the case of non-monetary defaults following Tenant's receipt of such notice provided however that (i) if the failure of performance does not involve the payment of money from Landlord to Tenant, and (ii) is of such a nature that it could not be reasonably remedied within the thirty (30) day period aforesaid, then Tenant shall have such further time as is reasonable under the circumstances to effect such remedy provided that Tenant shall notify Mortgagee, within ten (10) days after receipt of Mortgagee's notice, of Tenant's intention to effect such remedy and provided further that Tenant institutes steps to effect such remedy within said thirty (30) day period and thereafter prosecutes said remedy with due diligence and continuity to completion. Mortgagee agrees that it will accept such performance by Tenant of any covenant, condition or agreement to be performed by mortgagor or obligor under the Mortgage or Note with the same force and effect as though performed by such mortgagor or

obligor. The provisions of this Paragraph 4 are intended to confer additional rights upon Tenant and shall not be construed as obligating Tenant to cure any default of any such mortgagor or obligor.

5. **Agreement to Release Proceeds or Awards.**

(a) **Destruction.** In the event of a casualty at the Premises, Mortgagee shall release its interest in any insurance proceeds applicable to the nonstructural improvements installed by Tenant. Mortgagee acknowledges that it has no interest and waives any interest in Tenant's personal property, Tenant's signs, the satellite dish, and any safety systems (such as, without limitation, fire and security monitoring and alarm systems) installed at or about the Premises, or any insurance proceeds are payable with respect thereto under either Landlord's or Tenant's policies.

(b) **Eminent Domain.** In the event of a public taking or act of eminent domain, Mortgagee shall release its interest in that portion of the award to which Tenant is entitled pursuant to the Lease, as well as its interest in so much of the award applicable to the Improvements installed by Tenant as shall be necessary for the purposes of restoration, consistent with Landlord's and Tenant's rights and obligations under the Lease.

6. **Notices.** In order to be effective, any notice to be given under this Agreement must be in writing and either (1) served personally at the following applicable notice address, provided that proof of delivery thereof can be produced; or (2) sent by registered or certified U.S. mail, Federal Express or a similar reputable express courier the following applicable notice address, provided that proof of delivery thereof can be produced, or (3) if the notice is not a notice of default (except for the additional copy to Tenant to be sent by fax indicated below), sent by fax at the applicable fax number listed under the following applicable notice address, provided that proof of delivery thereof can be produced, and provided further that a copy of the notice is also promptly sent by U.S. mail, Federal Express or a similar reputable express courier the following applicable notice address.

To Mortgagee: Deutsche Bank Trust Company Americas, as Trustee, for the registered holders of Citigroup Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2014-FL2  
c/o Berkeley Point Capital LLC  
7700 Wisconsin Avenue, Suite 1100  
Bethesda, Maryland 20814  
Attention: Asset Management, Loan No. 201418750

To Tenant: H & M Hennes & Mauritz L.P.  
110 Fifth Avenue  
11th Floor  
New York, NY 10011  
Attn: Real Estate Legal

*and*

H & M Hennes & Mauritz LP  
300 Lighting Way, Suite 100  
Secaucus, NJ 07094  
Attn: Lease Accountant

*and*

H & M Hennes & Mauritz AB  
Master Samuelsgatan 46A  
SE-106 38 Stockholm  
SWEDEN  
Attn: Legal Department

To Landlord: ST Mall Owner, LLC  
100 North Sepulveda Boulevard, Suite 1925  
El Segundo, CA 90245  
Attention: Managing Principal

With a copy to: ST Mall Owner, LLC  
c/o South Towne Mall Management Office  
10450 South State Street  
Sandy, Utah 84070

No notice of default shall be sent by fax (except for the additional copy to Tenant to be sent by fax indicated below). No notice delivered to the Premises shall be effective. The telephone numbers identified above are for informational purposes only and not for purposes of giving notice under this Agreement. Any party may change the address or fax number by written notice to the other parties clearly stating such party's intent to change the address or fax number for all purposes of this Agreement, which new address or fax number shall be effective thirty (30) days after receipt. Notice shall be deemed given when received or when receipt is refused.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns it being understood that the obligations herein of Mortgagee shall extend to it in its capacity as mortgagee under the Mortgage and to its successors and assigns, including anyone who shall have succeeded to its interest or to Landlord's interest in the Premises or acquired possession thereof by Foreclosure or otherwise.

8. **Modification of Agreement.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

9. **Exculpation of Successor Landlord.** Notwithstanding anything to the contrary in this Agreement or the Lease, Tenant shall look exclusively to Successor Landlord's interest in the Property or any proceeds from the disposition thereof, any rents or profits derived from the Property, or any insurance or condemnation proceeds related thereto, for the satisfaction of Tenant's remedies in the event of default by Successor Landlord as landlord under the Lease or any payment or discharge of any money judgment in favor of Tenant against Successor Landlord with respect to the Lease.

10. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State in which the Property is located.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MORTGAGEE

KEYBANK NATIONAL ASSOCIATION, as Master Servicer on behalf of Deutsche Bank Trust Company Americas, as Trustee on behalf of the registered holders of Citigroup Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2014-FL2

By: Berkeley Point Capital LLC, its attorney-in-fact

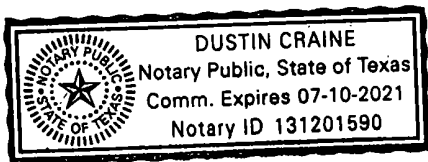
By: *Phillip G. Shearer*  
Name: Phillip G. Shearer  
Title: Vice President

STATE OF TEXAS            )  
  ) ss:  
COUNTY OF Denton        )

Before me, the undersigned authority, on this day personally appeared Phillip G. Shearer, the Vice President of Berkeley Point Capital LLC, the attorney-in-fact of KeyBank National Association, as Master Servicer on behalf of Deutsche Bank Trust Company Americas, as Trustee on behalf of the registered holders of Citigroup Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2014-FL2, known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument in the capacity and for the purposes therein expressed.

Given under my hand and seal of office on this 21<sup>st</sup> day of November, 2017.

*[Signature]* (SEAL)  
Notary Public Signature




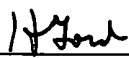
TENANT

H & M HENNES & MAURITZ L.P.,  
a New York limited partnership

By: H & M Hennes & Mauritz Management B.V.,  
a Netherlands company

Its: General Partner

By:   
Name: Hampus Hubinette  
Its: Authorized Signatory

By:   
Name: Howland Gordon  
Its: Authorized Signatory

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On November 13, 2017, before me, Eleni Gerokostas, Notary Public, personally appeared Hampus Hubinette and Howland Gordon proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

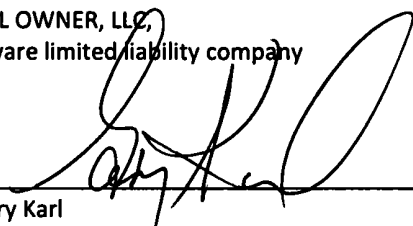
WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public Signature (SEAL)

**ELENI GEROKOSTAS**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01GE6329475**  
**Qualified in Queens County**  
**My Commission Expires August 24, 2019**

LANDLORD

ST MALL OWNER, LLC,  
a Delaware limited liability company

By:   
Gary Karl  
Its: Authorized Signatory

STATE OF CALIFORNIA                    )  
  ) ss:  
COUNTY OF LOS ANGELES            )

On November 17, 2017, before me, Marianne Gutierrez, Notary Public, personally appeared proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 (SEAL)  
Notary Public Signature





**EXHIBIT A**  
**to Non-Disturbance and Attornment Agreement**

Legal Description

Parcel Number: 27132270174002

Parcel 1

Lot 1, AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION, part of the Northeast quarter of Section 13, Township 3 South, Range 1 West, and part of the Northwest quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof on file and of record in the Salt Lake County Recorders Office.

Less and exception therefrom:

Parcels of land as set forth in that certain Final Judgment of Condemnation in favor of Utah Department of Transportation for street widening and related purposes as recorded August 27, 2008, as Entry No. 10508774, in Book 963B, at Page 3207 in the official records of Salt Lake County.

Parcel 2

Lot 2 of the South Towne Center Mall Subdivision being a part of the Northeast quarter of Section 13, Township 3 South, Range 1 West and part of the Northwest quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, as recorded in the office of the Salt Lake County Recorder as Entry No. 6644162 at Book 97-5P, Page 152.

Being more particularly described as follows:

A parcel of land in the Northeast quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being even more particularly described as follows:

BEGINNING at a point 926.18 feet West and 700.84 feet South from the Northeast corner of said Section 13 (Basis bearing being South 00° 01' 50" East along the State Street Monument line between the monuments opposite the Northeast corner and the East quarter corner of said Section 13), said point being on a 315.48 foot radius curve to the right (Radius point bears North 76° 12' 01" West) and running thence Southwesterly 6.61 feet along the arc of said curve through a central angle of 01° 12' 01" to a point of tangency; thence South 15° 00' 00" West 113.39 feet; thence South 83° 05' 00" East 19.20 feet to a point on a 147.50 foot radius curve to the left (radius point bears South 83° 05' 00" East); thence Southerly 17.73 feet along the arc of said curve through a central angle of 06° 53' 25" to a point of tangency; thence South 00° 01' 35" West 184.00 feet; thence South 89° 59' 52" West 263.49 feet; thence North 00° 01' 35" East 10.30 feet to the point of curvature with a 49.50 foot radius curve to the right; thence Northeasterly 35.99 feet along the arc of said curve through a central angle of 41° 39' 23" to a point of reverse curvature with a 50.50 foot radius curve to the left; thence Northeasterly 36.72 feet along the arc of said curve through a central angle of 41° 39' 23" to a point of tangency; thence North 00° 01' 35" East 128.85 feet to the point of curvature with a 14.50 foot radius curve to the right; thence Northeasterly 22.78 feet along the arc of said curve through a central angle 90° 00' 00" to a point of tangency; thence South 89° 58' 25" East 103.56 feet to the point of curvature with a 75.50 foot radius curve to the left; thence Northeasterly 69.60 feet along the arc of said curve through a central angle of 52° 48' 57" to a point of tangency; thence North 37° 12' 38" East 32.85 feet; thence North 15° 00' 00" East 56.14 feet; thence South 75° 00' 00" East 39.93 feet to the point of Beginning.

Parcel 3

Lot 4, AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION, part of the Northeast quarter of Section 13, Township 3 South, Range 1 West, and part of the Northwest quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof on file and of record in the Salt Lake County Recorders Office.

4849-5463-3811, v. 3

SLLG:4849-5463-3811.3